

# Report to the Auburn City Council

Action Item 7
Agenda Item No.
13/1
City Manager's Approval

To:

Honorable Mayor and City Council Members

From:

Andy Heath, Administrative Services Director

Mary Freitas, Senior Accounting Technician

Date:

June 11, 2012

**Subject:** 

Business License Software Replacement

# The Issue

Shall the City Council authorize the City Manager or his designee to sign an agreement with HdL Software, LLC as it relates to the replacement of the City's existing business license system?

# Conclusions and Recommendations

Staff recommends that the City Council, by **RESOLUTION**, authorize the City Manager or his designee to execute an Agreement for Business License Software Services with HdL Software, LLC as it relates to the installation and replacement of current business license system in an amount not to exceed \$31,000 plus monthly maintenance fees.

### **Background**

The Administrative Services Department is responsible for the City's business license program. City of Auburn Municipal Code (Code) Section 33.001 et seq requires that the City administer and collect business licenses based on the manner prescribed by the Code. There are currently approximately 1,800 businesses citywide that pay a license fee based on gross receipts and/or type of business carried on. Additionally, the City facilitates the collection of business improvement district assessments for the Old Town Business District and Downtown Business Association.

As a means to administer the existing business license program, the Administrative Services Department currently uses a "home-grown" off-the-shelf Microsoft Access database designed and updated to meet the needs of the City. This program has become significantly outdated and is not currently supported for operability and maintenance. Staff has recently found the existing application to be increasingly unreliable to the point where many hours are spent reconciling pertinent data tables. As a result, staff researched companies specializing in business license software and facilitated demonstrations for two capable vendors.

Replacement of the existing software is crucial to the City of Auburn as it allows the City to modernize its business license processes, greatly improve customer service, reduce operational costs, and potentially secure addition revenues.

### <u>Analysis</u>

Administrative Services Department staff conducted research as to which business license software solutions would best meet the needs of the City. Two companies were approached to conduct demonstrations of their systems, HdL Software, LLC, and MuniServices, LLC. Both of these companies have very reputable track records in assisting cities with business license and other licensing and tax collection needs.

Staff facilitated on-site system demonstrations for both software providers and took note of the potential attributes of each system, which are noted below:

Attribute / System Characteristic	HdL Software	MuniServices
Tracks necessary information – Licenses, owners, emergency information, fees, expirations dates	YES	YES
Identifies non-reporting and non-compliance business using integrated data sources	YES	YES
City installs and maintains software on site – Program administration facilitated on City IT infrastructure	YES	NO
City provides customer service – facilitates all aspects of initial licensing and renewal process	YES	NO
One-time system implementation cost	\$31,000	\$15,000
Ongoing monthly maintenance fees (subject to CPI) - Annualized	\$3,939	N/A
Per-payment processing fee (assumes 1,800 per year) - Annualized	N/A	\$32,400

It should be noted that the HdL Software solution allows the City to maintain full control and accessibility with respect to facilitating the citywide business license program, while the MuniServices essentially provides a outsourced solution. Staff does not recommend, at this time, outsourcing the City's business licensing process. Additionally, it should be mentioned that HdL currently provides with sales tax auditing and consulting services which potentially allows for increased business license program compliance by comparing applicable databases. As such, and based on the demonstrations and quotes received, staff recommends upgrading to Hdl Software.

# Alternatives Available to Council; Implications of Alternatives

- 1. Authorize the City Manager or his designee Director of Administrative Services to execute an Agreement for Business License Software Services with HdL Software, LLC as it relates to the installation and replacement of current business license system in an amount not to exceed \$31,000 plus monthly maintenance fees..
- 2. Do not authorize upgrade of the business license system, resulting in a potential for increased errors and unreliability in business licensing processes.

# Fiscal Impact

Funds to upgrade the Business License Software will be appropriated from the General Fund – Administrative Services Department in an amount not to exceed \$31,000 plus monthly maintenance fees.

#### AGREEMENT FOR BUSINESS LICENSE SOFTWARE SERVICES

This agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between the **City of Auburn**, a municipal corporation, hereinafter referred to as City, and **HdL Software**, **LLC**, a California company, hereinafter referred to as HdL.

WHEREAS, City desires to enforce its business license ordinance to ensure that all persons and organizations doing business within the City are licensed; and

WHEREAS, HdL possesses proprietary business license software that will assist the City to process business licenses and identify unlicensed businesses;

THEREFORE, it is agreed by City and HdL as follows:

### 1. SCOPE OF SERVICES

Specific services to be performed by HdL are as described in **Exhibit A**.

#### 2. SCHEDULE OF SERVICES

A Schedule of Services for this project is described in **Exhibit B**.

## 3. COMPENSATION

City agrees to compensate HdL for services under this Agreement as described in Exhibit C.

#### 4. MAINTENANCE AND SUPPORT

HdL will provide customer support by telephone, email and the web as needed by the City as described in **Exhibit D**.

#### 5. SYSTEM REQUIREMENTS

The software and database will be installed on the City's network on hardware supplied by the City. Detailed system requirements are provided in **Exhibit E**.

# 6. TERM OF AGREEMENT

The term of this Agreement shall commence on the above written date (the "Agreement Date") and shall continue each year thereafter until termination is requested. The process for termination can be found in **Exhibit F**.

#### 7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions for this Agreement are as described in **Exhibit F**.

### 8. AFFIDAVIT OF DESTRUCTION

The Affidavit of Destruction for this Agreement is described in **Exhibit G**.

## 9. NOTICE

All notices required by this Agreement shall be given to the City and to HdL in writing, by personal delivery or first class mail postage prepaid, addressed as follows:

City

Andy Heath Finance Director

1225 Lincoln Way Auburn, CA 95623

HdL

HdL SOFTWARE, LLC

1340 Valley Vista Drive, Suite 200 Diamond Bar, California 91765

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF	HdL SOFTWARE, LLC
Ву:	Ву:
	APPROVED AS TO FORM:
City Clerk	
	City Attorney
By:	
Finance Director	
Andy Heath	

# EXHIBIT A SCOPE OF SERVICES

#### 1. City Management Support

HdL will assist the City in evaluating current policies and procedures in order to enhance operational efficiency. This may include suggestions to redesign forms/reports, alter existing text, or implement new processes or adopt new strategies for improving communication with the business community and other City departments.

#### 2. Data Conversion

- a. HdL will convert the City's existing data.
- b. The City agrees to provide its current data in ASCII delimited file format (or another format agreed upon between HdL and the City), along with a file layout detailing the content of the file. This data will be required a minimum of two times during the conversion process. The City understands that the second (and any subsequent) data set must be provided in the same format and layout as the first data set. Any inconsistencies between the first and second data sets will result in a delayed installation date and additional charges for conversion.

#### 3. Implementation

### a. HdL's responsibilities

Project manager - HdL will provide a project manager (PM) to guide the software implementation process. The primary responsibility for the HdL PM is to ensure successful and timely completion of each step of the software implementation schedule. The HdL PM will work closely with the City's designated project manager to define the software implementation schedule, identify City needs and configure the software accordingly, validate the data conversion, provide user training, and generally shepherd the City through the software implementation process.

IT support - HdL will provide a dedicated IT staff member to provide IT support during the software implementation process. This individual will provide the necessary instruction and assistance in order to install the software in the City's computing environment, and will provide any needed technical support.

Training - HdL will provide software training as defined in the agreed upon software implementation schedule. This generally consists of two separate training sessions. The size and participants of each training session will be determined by the HdL PM and the City's designated project manager.

User manual - HdL will provide a digital copy of the software user manual. The City may print copies of the manual or distribute digital copies for internal use by City staff. The user manual contains proprietary and confidential information, and as such is bound by the confidentiality portion of this agreement. The user manual may not in any circumstances be distributed to any 3<sup>rd</sup> party or any individual that is not a current City staff member responsible for using or maintaining the software.

#### b. <u>City's responsibilities</u>

Project manager - The City will designate a staff member to serve as the City's project manager (PM). This individual must be intimately involved in the daily business processes which the software will automate, and be empowered to make, or quickly secure from management, decisions required for the implementation of the software. The primary responsibility for the City PM is to ensure that all City responsibilities during the software implementation are met according to the agreed upon software implementation schedule. The City PM will be instrumental in the successful implementation of the software; working closely with the HdL PM to verify data conversion, review and approve reports, establish business rules, and configure all aspects of the software.

IT support - The City will designate an IT staff member to work with HdL staff throughout the software implementation process. This individual must be knowledgeable about the City's computing environment and be authorized to manage the SQL Server database and install and configure software on the network server and workstations. The primary responsibility of the City's IT designee is to provide data to HdL for conversion (if required), install the SQL Server database, and install the software in the City's computing environment.

# EXHIBIT B SCHEDULE OF SERVICES

The default timeline for complete implementation (including "Go Live") of the software is approximately 45 days from the start of implementation. When the Agreement is signed by all parties, HdL will immediately work with the City to establish a specific implementation schedule. The final timeline may range from 14 to 60 days. However, the City understands that this timeline will be conditional upon meeting the requirements of the implementation schedule. A sample implementation schedule is shown below.

Day	Date	Assigned	Event	Completed
		HdL/Client	Contract signed & received by HdL	
		HdL	Provide client IT with FTP account information.	
		HdL/Client	Set date to begin implementation schedule.	
		HdL/Client	Receive Client forms, ordinances, fee resolutions, business rules / contact info city staff & IT etc	
		Client IT	Upload client data and logo to FTP server.	
		HdL/ Client	1 <sup>st</sup> Process Meeting/Optional	
		HdL/ Client	HdL IT & Client IT do preinstall setup	
		HdL	Data conversion programming	
		HdL	Report development	La constant
		HdL	HdL Acc Mg build tables, fee, messages, etc	
		HdL	Forms sent to client for approval/edits	
		HdL	HdL Tech & Acc Mgr review 1st conversion	
	4	Grent	Fprms returned to Hall approved or with edits	776477
		/HdL/Client	Any needed form changes	
		HdL	Act Mgn test conversion with forms	
		HdL	Ta conversion data to City for pre-installation	
		Hdll/Client	Pre install training at client with edited forms	
		HgL/Client	Client verify conversion and final forms during pre install training day	1
		Hd\\/	HdL make final conversion adjustments and form edits	
		Client IT	Client send 2 <sup>nd</sup> dataset for final conversion	
		Hult	HdL Acc Mgr test final conversion for install	
		HdL/Client	HdL & Client IT install final dataset	2
N. T.		HdL/Client	HdL at client to assist/train	

# EXHIBIT C COMPENSATION

HdL Prime - Business License	Special Discounted Price	Comments
HdL Prime – Business License Software (2 named users).	\$27,500.00	Also includes discount of \$3,000 — Actual Pricing is currently \$30,500
Includes – Software Licenses for Prime BL, Implementation & Installation for Prime BL, Data Conversion, Standard Reports, 1 day of training and ongoing support.		
Travel Expenses	Actual Costs	To be billed at cost
Link for Payment Processor – Authorize.net	No Charge	Must use Authorize.net or FIS Global as Payment Gateway should City desire to move forward with the Web Renewal Module
TOTAL	\$27,500.00	

Annual Use Fee		
	Fee	Comments
HdL Prime – Business License - Due at "go live"	\$3,500.00	Annual Maintenance includes ongoing support and updates to the software
TOTAL	\$3,500.00	

	OPTIONAL SERVICES	
HdL Prime - Web Renewal Module	18,500.00	Includes Software License, Implementation, Training (Plus Annual Maintenance of \$3,000)
Finance/Cashiering System Integration	2,500.00	For the 1 <sup>st</sup> HdL software application
Additional Rate Category	3,000.00	Per Category (BID, Fire Fees, NPDES, Etc)
Additional Training	250.00	Per Hr.
Additional User Licenses	1,500.00	Per user license + \$300 Use Fee
Additional Reports and Letters	210.00	Per hour

#### Note:

HdL Software, LLC 5

<sup>\*</sup>Data Conversion: Includes up to 30 hrs of data conversion time. Any work above 30hrs will be charged at \$210.00 per hour. Value of \$3,400.

<sup>\*\*</sup>Link for Payment Processor: HdL has selected Authorize.net as the preferred provider for payment gateway and merchant account services. The Authorize.net solution has proven to be reliable, full featured and cost effective for our clients. If the City wishes to select a different payment gateway, there will be a development cost of approximately \$5,000 to establish the link. If requested by the City, HdL will assess the gateway solution and provide an estimate of the development costs.

- 1. **Software License Fee**. The license fee includes the use of the software by the specified number of named users, software user manual in digital format, and all standard forms and reports.
- 2. **Software Use Fee.** The software use fee shall begin on the anniversary of the scheduled "go-live" date as determined by the established implementation schedule. The software use fee shall be adjusted at the beginning of each anniversary year following the first year of service. Each software use fee adjustment shall not be less than two percent (2%) or greater than ten percent (10%).
- 3. **Implementation**. The implementation fee covers all efforts involved for installation and configuration of the software. This includes one session of pre-installation and process evaluation, one session of "go live" training, installation support, design and programming of standard forms and reports, and configuration of the software.
- 4. **Travel Expenses**. Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support.
- 5. Parcel Data. The land management module allows tracking of parcel data. There are four ways to populate the land management parcel data.
  - a. If the City is a client for HdL property tax services, the parcel data will be provided at no cost.
  - b. If the City is not a client for HdL property tax services, the parcel data may be purchased from HdL for 20¢ per parcel.
  - c. If the City wishes to use any other parcel data set, and is able to provide the data in a format approved by HdL, the parcel data may be imported using standard functionality provided in Land Management. There is no cost.
  - d. If the City wishes to use any other parcel data set, and is unable to provide the data in a format approved by HdL, a re-useable utility can be developed to convert the parcel data into the proper format. The development of this utility will be billed on a time and material basis. Once the source data has been reviewed, a statement of work will be provided including a cost estimate.
- 6. **Data Conversion (optional)**. The cost is \$3,400. Data conversion includes converting account, contact, and balance due information and up to 30 hours of effort. Most conversions are completed within this time frame. If data conversion exceeds 30 hours, the City agrees to pay the programmer hourly rate for each additional hour. If detailed fee history is desired, the cost for conversion will increase by a minimum of \$2,000.
- 7. Additional Rate Category (optional). To establish additional rates (business improvement districts, fire, health, etc.) with separate fee tables, the cost is \$3,000 per category if it uses the same renewal cycle as the standard rate. If it follows a different renewal cycle, then the new rate category must be treated as a separate license record for each business.
- 8. **Finance / Cashiering System Integration (optional)**. This enables the financial data export module. The cost is \$2,500.
- 9. Training (optional). The cost for additional training is:
  - On-site at the City \$1,200 per day / \$900 per ½ day
  - Off-site at the HdL Companies \$170 per hour
  - Via the web or phone \$120 per hour

### 10. Customizing Services

The software is a table-driven system and has been developed to meet almost all of the needs of a City. However, should the need occur, HdL is available to provide custom enhancements to the software on a predetermined time and material basis. No work shall be performed without prior written approval of the City.

- 11. Payment Schedule Compensation for the contract amount shall be as follows:
  - a. Software License Fee and Use Fee. 60% of the software license fee and applicable 1<sup>st</sup> year use fees shall be due and payable within 30 days of the effective date of the Agreement; 30% shall be due and payable

- within 60 days of the effective date of the Agreement; and the remaining 10% shall be due and payable within 30 days of the Acceptance date (the date system is used for live processing).
- b. Implementation Fees. 100% of the implementation fees shall be due and payable within 30 days of the effective date of the Agreement.
- c. Traveling Expenses. Travel and lodging expenses are billed at cost as they are incurred. Travel expenses shall be due and payable within 30 days of the billing date.
- d. Annual Software Use Fee. The software use fee will be invoiced each year on the anniversary of the scheduled "go-live" date as determined by the established implementation schedule, and shall be due and payable within 30 days of the invoice date.

#### 12. Pricing Adjustments

All pricing listed in this contract will be honored throughout implementation of the project. Any additional/optional services needed after the "go-live" date will be provided using the pricing currently established at the time the service is requested.

# EXHIBIT D MAINTENANCE AND SUPPORT

#### 1. Customer Support

HdL will provide customer support by telephone, email and the web as needed by the City during the term of this Agreement. In the United States, no charge support from HdL Software is available as follows:

For customer support between the hours of 8:00 am and 5:00 pm Pacific time, Monday through Friday, email help@hdlcompanies.com or call HdL offices and ask for software application support. For technical support before 8:00 am or after 5:00 pm Pacific time, Monday through Friday (or anytime Saturday), email 911@hdlcompanies.com and an HdL staff member will be paged. Please only include your name, agency and contact # in emails to 911@hdlcompanies.com. You will be contacted as soon as possible.

#### 2. Support policy regarding reports

HdL provides a number of reports with the installation of the software. These reports are developed using Crystal Reports and fall into one of two categories, standard or HdL custom developed. HdL provides support on standard and HdL custom developed reports, provided that the reports have not been modified by the client or other third party. As part of support, HdL will make minor modifications to reports as needed by the City. This includes change of logo, phone #, address, signatures, and minor text edits. Other report edits and modifications requested by the City are not covered under the Software Use Fee, and will be developed on a time and material basis at the current rate.

#### 3. Software Upgrades

Except to the extent that upgrades of the software include new modules or features not previously offered as part of the software as of the date hereof, City is entitled to upgrades of the software within the cost of this Agreement. Though rare, additional costs may apply depending on the extent of the upgrade. Potential additional costs include training, consulting, configuration, or other requested services.

#### 4. Outside Connections to HdL database

HdL programs rely on the integrity of the database to operate properly. As such, it is critical that any outside connection to the database be implemented with HdL's full knowledge and participation.

- Only "read only" connections will be established to the HdL database.
- No modifications will be made to the HdL database, including database/table design and data content.
- Any repair work necessary due to violations of the above items will not be covered by the Software Use
   Fee, and as such will be billable to the client on a time and material basis.

The City shall contact HdL for instructions if any added functionality is required, including reading additional data or writing to the HdL database.

# EXHIBIT E SYSTEM REQUIREMENTS

The software and database will be installed on the City's network on hardware supplied by the City. Any specifications provided below indicate minimum requirements. It is the City's responsibility to ensure that any hardware used to host the software/database or run the client application meets the specifications dictated by the operating system and any software/services hosted by the hardware. For example, minimum operating system specifications will not be sufficient if the file server is also hosting the City's email system.

**Application Server Specifications:** The application server will host the HdL Prime web service, which serves as the HdL Prime business layer.

<u>Supported application server operating systems:</u> The HdL Prime web service uses the Microsoft Windows Server with IIS platform. The following versions are supported:

- MS Windows Server 2003 / 2003 R2, with IIS v6.0 or later
- MS Windows Server 2008 / 2008 R2, with IIS v6.0 or later

Hard Disk Space: The application server should have at least 200 megabytes of space available.

**Database Server Specifications:** The database server will host all application data. The database server should be dedicated to server related functions. Using a client's PC as the database server in a multi-user environment is not supported.

<u>Database Platform</u> - HdL Software systems use the Microsoft SQL Server database platform. The following versions are supported:

- MS SQL Server 2005 / 2005 Express
- MS SQL Server 2008 / 2008 Express
- MS SQL Server 2008 R2 / 2008 R2 Express

<u>Supported database server operating systems</u>: Any server operating system supported by the selected version of SQL Server is supported as a database server; provided it meets the hardware specifications indicated by both the operating system and the version of SQL Server.

<u>Hard Disk Space</u>: The database server should have at least 15 gigabytes of space available to allow for the initial database and growth.

**Workstation Specifications:** The software will be run on the client workstation. An installer (setup.exe) will need to be run on each client workstation prior to running the software. The hardware recommendations below are based on user feedback regarding performance levels.

<u>PC</u>

CPU

Intel Pentium IV or higher rated 1 GB (2 GB highly recommended)

Memory Video

1024x768, 16 bit color

os

MS Windows XP Pro/Vista/7

**Network Specifications:** The software communicates via web services, and is designed to operated efficiently over the network. High-speed local area network connections are always helpful, but Prime will also run without difficulty over slower WAN connections such as T1 or mobile broadband.

**Printer Specifications:** The software is designed to work with laser printers. A PCL compliant laser printer is recommended. Each make and model of printer has different drivers and therefore has slightly different results when printing. We design forms/reports using HP LaserJet printers.

# EXHIBIT F GENERAL TERMS AND CONDITIONS

#### A. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.

- 1. Software License. HdL hereby provides a license to the City to use HdL's Software. The software shall only be used by the City. The City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The license granted hereunder shall not imply ownership by City of said software, rights of the City to sell said software, or rights to use said software for the benefits of others. This license is not transferable. City shall not create any derivative work or product based on or derived from the Software or documentation, or modify the Software or documentation without the prior written consent of HdL. In the event of a breach of this provision (And without limiting HdL's remedies), said modification, derivative work or product based on the Software or documentation is hereby deemed assigned to HdL. Upon termination, the software license shall expire, all copies of the software shall be removed from the City's computers and network and all digital copies deleted or otherwise destroyed.
- <u>City Data.</u> HdL acknowledges that the account data generated by the City during the course of City operations is the
  property of the City. At the termination of this Agreement the City data will be made available to the City in a format
  acceptable to both the City and HdL.
- 3. Proprietary Information. As used herein, the term "proprietary information" means any information which relates to HdL's computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. City shall hold in confidence and shall not disclose to any other party any HdL proprietary information in connection with this Agreement, or otherwise learned or obtained by the City in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.
- B. LICENSE, PERMITS, FEES AND ASSESSMENTS. HdL shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. City shall assist HdL in obtaining such Permits, and City shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by City. If City requires payment for such Permits, the associated costs will be included with the next invoice.
- C. INSURANCE REQUIREMENTS. HdL shall maintain the policies set out below, and in amounts of coverage not less than those indicated herein. Additionally, where required by City, HdL shall name the City as an additional insured and provide a Certificate of Insurance.
  - 1. <u>Worker's Compensation and Employer's Liability.</u> In accordance with applicable law.
  - 2. <u>Comprehensive General Liability.</u> Bodily injury liability in the amount of \$1,000,000 for each person in any one accident, and \$1,000,000 for injuries sustained by two or more persons in any one accident. Property damage liability in the amount of \$1,000,000 for each accident, and \$2,000,000 aggregate for each year of the policy period.
  - 3. Comprehensive Automobile Liability. Bodily injury liability coverage of \$1,000,000 for each accident.
  - Errors and Omissions. In addition to any other insurance required by this Agreement, HdL shall provide and maintain, during the term of this Agreement, professional liability insurance in the amount of \$1,000,000 as evidenced by a Certificate of Insurance.
- D. **TERMINATION.** This Agreement may terminate each year by either party upon written notice 90 days prior to the anniversary date of the Agreement. Upon termination, the software license shall expire and (a) City will immediately remove the software from the City's computers and network and destroy or erase all copies of the software and any Proprietary Information and, upon HdL's request, confirm destruction of same by signing and returning to HdL an "Affidavit of Destruction" acceptable to HdL and (b) upon City's request, HdL will assist in extracting the City data in a format acceptable to both the City and HdL.
- E. **INDEPENDENT CONTRACTOR.** HdL shall perform the services hereunder as an independent contractor. No agent, representative or employee of HdL shall be considered an employee of the City.
- F. **NON-ASSIGNMENT.** This Agreement is not assignable either in whole or in part by HdL or the City without the written consent of the other party.
- G. GOVERNING LAW. The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.
- H. INDEMNIFICATION. HdL shall indemnify and hold harmless City and its officers, officials and employees from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage, including attorney fees, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of HdL, its officers, agents and employees under this Agreement. City shall indemnify and hold harmless HdL, its officers, agents and employees, from any liability for damage or claims for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from City's negligent acts, errors or omissions under this Agreement.

# EXHIBIT G AFFIDAVIT OF DESTRUCTION

Upon termination of this Agreement the software license shall expire. The City hereby acknowledges and certifies that they are no longer using HdL's software and that all copies of the software and any proprietary information have been removed from the City's computers and network and all digital copies deleted or otherwise destroyed.

Authorized signature:	Date:			
		•	•	
Print Name and Title:		Title:		

Mail: Hdl

HdL Software LLC

1340 Valley Vista Drive, #200 Diamond Bar, CA 91765 Attention: Marta Bonnin

Email:

mbonnin@hdlcompanies.com

Fax:

(909) 861-7726

1	RESOLUTION NO. 12-				
2	RESOLUTION AUTHORIZING PURCHASE OF A BUSINESS LICENSE SYSTEM				
3					
4	THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:				
5	That the City Council of the City of Auburn does hereby authorize the City				
6	Manager or his designee to execute an Agreement for Business License				
7	Software Services with HdL Software, LLC as it relates to the installation and				
8	replacement of current business license system in an amount not to exceed				
9	\$31,000 plus monthly maintenance fees.				
10					
11					
12	DATED: June 11, 2012				
13					
14	Kevin Hanley, Mayor ATTEST:				
15					
16	Joseph G. R. Labrie, City Clerk				
17					
18					
19	I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify				
20	that the foregoing resolution was duly passed at a regular meeting of the City Council of the City of Auburn held on the 11 <sup>th</sup> day of June 2012 by the				
21	following vote on roll call:				
22	Ayes:				
23	Noes:				
24	Absent:				
25	Joseph G. R. Labrie, City Clerk				
26					
27					

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